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May 17, 2013

BY ECF

GERALD G. PAUL

The Honorable William F. Kuntz, II
United States District Court for the
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Fischer, et al. v. Erste Group Bank AG, et al.,
12-CV-3328 (E.D.N.Y.)

Dear Judge Kuntz:

Pursuant to Rule III.B of Your Honor's Individual Rules, we write on behalf of the Republic of Austria to request a pre-motion conference to address the Republic of Austria's anticipated motion for leave to file a brief as *amicus curiae* in the above-referenced matter. Alternatively, if the Court determines that a pre-motion conference is unnecessary, we respectfully request that Your Honor establish a briefing schedule for the Republic of Austria's motion.

The Republic of Austria seeks leave to appear as *amicus curiae* in this matter because of the "unique information or perspective" that it can provide with respect to one of the arguments that has been raised by the defendant Erste Group Bank AG ("Erste") – a financial institution that is incorporated in Austria and headquartered in Vienna – in support of its motion to dismiss. In particular, the Republic of Austria plans to support Erste's argument that plaintiffs' Holocaust-related claims against Erste all should be dismissed based on two Executive Agreements that were entered into between the United States and the Republic of Austria in 2000 and 2001. *Andersen v. Leavitt*, No. 03-cv-6115, 2007 WL 2343672, at *2 (E.D.N.Y. Aug. 13, 2007) (citation omitted); *Automobile Club of NY, Inc. v. Port Auth. of NY & NJ*, No. 11 Civ. 6746, 2011 WL 5865296, at *2 (S.D.N.Y. Nov. 22, 2011) (citation omitted).

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As a signatory to those two agreements, the Republic of Austria can provide the Court with unique, first-hand information regarding the intent behind the agreements. In particular, the Republic of Austria will explain its understanding that the Executive Agreements were intended to provide legal closure with respect to all claims (other than *in rem* claims for works of art) that have been or may be asserted against Austria and/or Austrian companies arising

Hon. William F. Kuntz, II

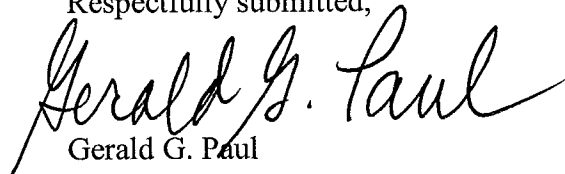
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out of or related to the National Socialist era or World War II in exchange for the Austrian government's agreeing to provide funds and other benefits to victims of the Holocaust. It is the view of the Republic of Austria that plaintiffs' claims against Erste in this action fall squarely within the scope of, and are therefore barred by, the Executive Agreements.

The Republic of Austria expects to be able to file its motion for leave to appear as *amicus curiae*, accompanied by its proposed *amicus curiae* brief, no later than June 14, 2013. We propose that any opposition to the motion be served on or before July 12, 2013, the same day that plaintiffs' opposition to Erste's motion to dismiss is due. The Republic of Austria would serve any reply brief on or before August 25, 2013, the deadline for Erste to serve any reply brief on its motion to dismiss. If this proposed briefing schedule is acceptable to Your Honor, we respectfully request that it be so ordered by the Court. If the Court feels it necessary to schedule a pre-motion conference, we will make ourselves available at the Court's convenience.

Respectfully submitted,



Gerald G. Paul

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